

Stebbins, Michael W.

From: RANA0527@aol.com
Sent: Tuesday, June 22, 2004 4:33 PM
To: mstebbins@tzllp.com
Subject: Maryland Square/Al Phillips

Dear Mr. Stebbins:

Sorry for the delay in replying to your certified letter, it was delivered this morning. I never received a phone message from you, I wonder who's voice mail you left it on LOL.

I spoke to Mrs. Gee, principle owner of the property adjacent to Al Phillips/Maryland Square and she says that she would be happy to work with you but would also like to reimburse her tenants for any inconvenience the procedure may cause them and their clients who access the parking lot each day. Mrs. Gee wanted to know what type of remuneration your client or URS would deem fair.

Rana Goodman
Gee Family Trust
rana0527@aol.com

6/23/2004

Stebbins, Michael W.

From: Stebbins, Michael W.
Sent: Wednesday, June 23, 2004 10:44 AM
To: 'RANA0527@aol.com'
Subject: RE: Maryland Square/AI Phillips

Dear Ms. Goodman:

Thank you very much for your e-mail and for Mrs. Gee's cooperation. We do not anticipate that the contemplated access will cause much inconvenience for either the tenants or the owner(s). For the foreseeable future, we anticipate that it may consist of periodic sampling of the existing well(s) and, just perhaps, installing more. As to compensation, that is not customary in these types of situations. Moreover, it is our understanding that there is already an access agreement in place (dated May 3, 2002 and signed by you) with the party which had previously conducted the environmental assessment (Converse Consultants, on behalf of the Herman Kishner Trust/Maryland Square Shopping Center LLC), from whom we (and URS on our behalf) are taking over the assessment and remediation, and, to our knowledge, there was no compensation associated with that transaction. I would be happy to discuss all of this further on the phone if you'd like.

We can provide you with an access agreement to execute almost immediately and would really like to move with as much alacrity as possible. The sooner the old shopping center and the adjacent properties are fully assessed, the sooner any contamination will be contained and cleaned-up. Please let me know if I should forward you an access agreement by return e-mail. Thank you again for your cooperation.

Michael W. Stebbins
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Page 2 of 2
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6/23/2004

Stebbins, Michael W.

From: Stebbins, Michael W.
Sent: Wednesday, June 23, 2004 11:33 AM
To: 'RANA0527@aol.com'
Subject: RE: Maryland Square/Al Phillips

Dear Ms. Goodman:

The access my client, Al Phillips The Cleaner, Inc. ("APTC"), requires is not going to save it any money whatsoever. It is merely going to allow APTC/URS to continue the work that was begun by the Kishner Trust/Converse and to comply with the mandate of the Nevada Dept. of Environmental Protection ("NDEP"). Whatever representation was made by Mr. Kishner and/or Converse and/or any other Kishner Trust representative did not come from anyone associated with my client. Further, my client is not the new owner of the old Maryland Square Shopping Center property, it is an ex-tenant that was sued by the old owner, the Kishner Trust. APTC has agreed to take over the assessment and remediation in connection with a settlement of that lawsuit. The new owner of the property adjacent to the Gee parcel is the Clark County School District which has required the old owner to make sure that the property is cleaned up, just like NDEP has now required that everyone cooperate in order to make that happen.

As with the prior access agreement you executed, APTC/URS will fully indemnify and hold the Gee Trust harmless for any potential claims or liabilities associated with the activities to be conducted on the Gee property. But neither APTC -- nor URS, whom APTC is paying to do this work -- have any intention of paying any form of compensation to the Gee Trust for the right of access. It is simply not part of the relevant equation; not this time, not any time. Furthermore, we would expect that the Gee Trust would like to know whether and to what extent its property is contaminated, because if it is, that will significantly impact the Gee Trust's ability to alienate or make different uses of the property in the future. Please understand that NDEP is monitoring the situation closely and, if necessary, we will notify them of the Gee Trust's apparent recalcitrance in giving APTC access to continue the work already begun.

Please let me know what your position is at your very earliest convenience.

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From: RANA0527@aol.com [mailto:RANA0527@aol.com]
Sent: Wednesday, June 23, 2004 10:55 AM
To: mstebbins@tzllp.com
Subject: Re: Maryland Square/Al Phillips

Dear Mr. Stebbins:

6/23/2004

The last assessment was presented to us as a "one time thing" and the O.K. came from Mr. Gee who passed away last year. He and Mr. Kishner had been aquatinted many, many years and I think that is why the subject of payment never came into it. Mrs. Gee feels that, by granting access to her property the current owners of Maryland Square will save a great deal and she does not feel it is out of line to sign an agreement with some small form of compensation is unreasonable. Anyway you look at it, any work done is going to impede client traffic to some extent regardless of how briefly the crew is working there especially if these is, as it seems, an ongoing condition.

Sincerely,
Rana Goodman
Gee Family Trust

6/23/2004

Stebbins, Michael W.

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Sent: Wednesday, June 23, 2004 10:55 AM
To: mstebbins@tzllp.com
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Sincerely,
Rana Goodman
Gee Family Trust

6/23/2004

Stebbins, Michael W.

From: Stebbins, Michael W.
Sent: Wednesday, June 23, 2004 5:07 PM
To: 'RANA0527@aol.com'
Subject: RE: Maryland Square/Al Phillips

Dear Ms. Goodman:

I've re-read my e-mail in light of your accusations and, frankly, I have no idea what you are talking about. Your prior e-mail appeared to be laboring under certain mis-impressions about the facts and I merely sought to correct them. To the extent I was mistaken or you found that offensive, I apologize for the approach.

The reason that we need access to the Gee Trust's property is to follow up on the assessment activities conducted to this point. There is right now dry cleaning solvent contamination emanating from somewhere on the old Maryland Square Shopping Center property and the plume of contaminants has migrated onto one or more nearby properties, including, potentially, the Gee Trust's property. APTC needs to better delineate the size, shape and direction of the plume in order to determine how best to clean it up. When I indicated that the Gee Trust really ought to be interested in this too, it was not a threat, but a fact. The presence of such contamination is something that will substantially alter the Trust's ability to use and sell the property in the future because the contamination would be discovered during due diligence in connection with such a transaction. It is also something that any tenants you may have would probably like to know about. APTC is going to clean up this contamination and all it asks is to have the right to drill a well or two on the Gee Trust's property which it then can sample periodically. It is in the best interest of everyone in the immediate area (including your own) to cooperate in this effort that is to be taken at APTC's expense. One alternative, it appears, would be to let the Gee Trust worry about any potential contamination on or under its property by itself. In light of the fact that APTC is right now in the process of assessing and remediating the property, this doesn't make much sense -- particularly when the only way for the Gee Trust to recoup the cost of any assessment and/or remediation that it conducts would be to later sue APTC. Why not let APTC test and fix the problem now, before it's a bigger, more complicated and more expensive problem for everyone later?

We would ask you to reconsider your decision to deny APTC limited access to the property.

Michael W. Stebbins
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Sent: Wednesday, June 23, 2004 4:07 PM
To: mstebbins@tzllp.com
Subject: Re: Maryland Square/Al Phillips

Dear Mr. Stebbins:

6/23/2004

I have received your reply to my e-mail of this morning and found your attitude to be offensive and threatening and you have no reason to take that attitude with me. It is certainly not the way "to win friends and influence people." As a side bar, you obviously don't understand women well because most of us, when pushed into a corner by an aggressive man with take out their claws and fight like the cats we are.

With regard to you threat to advise the NDEP that our family trust will not cooperate with your client, don't waste you tie, I called them when I read your e-mail and they have advised me that there is not law or statute that mandates we allow you to use our property.

I am fully aware thst the school district now owns that property, I have lived here most of my life and have known the Shapiro brothers, former owners of Al Phillips most of my adult life. Just 20 feet from the driveway to out property is the parking lot in front of the former Al Phillips, we see no reason why you cannot dig there. The last time this issue came up in 2002 I believe it was the school district that called and ask if the company doing the testing to use our property, it was to be a "one time" thing and consecutive use and possible drilling of new wells was NEVER mentioned. Taking into consideration your attitude and the information given me by Ms. Harbor of the NDEP we have decided not to allow access at this time.

Rana Goodman
Gee Family Trust

Stebbins, Michael W.

From: RANA0527@aol.com
Sent: Thursday, June 24, 2004 8:02 AM
To: mstebbins@tzllp.com
Subject: Re: Maryland Square/Al Phillips

Dear Mr. Stebbins:

You last e-mail made a lot of sense and your apology is accepted, lets just leave it up to what was taught to me and I have told my children all their lives, "it's not what you say but the way that you say it". :)

That done with; we would ask that you include in your agreement the fact that APTC is to also clean up any contamination they find on the Gee Trust property also and you can have your access.

Please change the mailing address you have for us since it is no longer valid; **Gee Family Trust 2763 Foxtail Creek Avenue, Henderson, NV 89052**

Rana Goodman

6/24/2004